# The Chicago Tribune.

VOL. 23. CHICAGO, TUESDAY, MARCH 29, 1870. NUMBER 272.


## WASHINGTON.

**Another Day's Debate in the Senate on the San Domingo Treaty.**

**Prospect of a Postponement for Thirty Days.**

**National Bank Statements Called for by the Comptroller.**

**Letter from Colonel Baker Concerning the Piegan Affair.**

**Alterations in the Tariff Bill,**

Special Dispatch to The Chicago Tribune.

THE SAN DOMINGO QUESTION.

WASHINGTON, D. C., March 28.—The San Domingo question occupied nearly the whole of to-day's Senatorial session after the morning hour, and promises to occupy at least another day, and perhaps longer. The speakers were General Schurz in opposition, and Conkling and Cole in favor of the treaty. Mr. Schurz spoke for an hour, and Mr. Cole spoke for nearly three hours, and Conkling for more than half an hour, and held the floor when the Senate adjourned at 5 o'clock. He began by setting forth that the annexation of the Dominican land necessarily led to the annexation of the Spanish West Indies, and that inevitably of the whole continent down to the Isthmus of Darien. He spoke of the Monroe doctrine, and of the duties and of the relations to the Western Hemisphere, and asked whether it was not time to define the Monroe doctrine. He claimed that the Monroe doctrine was not a part of the Constitution, and that it was not a law of nations, but was a doctrine of American statesmanship, and that it was a doctrine which would impose upon us necessities holding us almost fatal consequences of military power, and ultimately to acts of military usurpation. He then reviewed the arguments brought forward in support of the treaty, showing that the wealth acquired in tropical regions is always liable to be swallowed up by revolutionary disorders, and scorning the idea that it we refuse to accept the island, any European power would be found enough to accept it. He took up the assertion that if we want it for a naval station, and said if we must have such stations down there, it would be best to have it taken from us by a barter, but no compulsory or forcible acquisition. The senator boldly protested against the cries of "manifest destiny," as applied to the tropics, and said that the tropics are not our manifest destiny in the Northern part of this Continent. The tenure of his speech was that we should be satisfied with our at sides. He ended with a forcible appeal against the whole policy of territorial expansion, either by purchase or conquest, in the direction of the tropics, and at the close was warmly congratulated by nearly all his associates.

Mr. Conkling said the action will be taken upon the treaty at a late hour to-night. It is certain that the Senate will not adjourn before midnight. There is fresh cause for thinking an extension of time for thirty days on the treaty has already been agreed upon. The last week has been generally communicated by the Senate, and the truth of the report cannot now be ascertained.

Mr. Justice Strong announced his first decision today in the Supreme Court. It was in a case [illegible]

[illegible]

Senator Revels made his first appearance as an orator on the floor of the Senate to-day, and his bill to aid in the construction of the New Orleans & Northeastern Railroad, which is something over 200 miles long, and runs from New Orleans to Meridian, Miss. He proposes to give it thirty-two sections of land per mile, or so much thereof as can be put into the construction of each mile of the road, which is considered a pretty fair subsidy for a beginner in the business.

THE EXECUTIVE CONTROL OF THE PRESIDENT.

The Executive Council of the National Board of Trade, with President Farley, of Philadelphia, at its head, is here and will be heard to-day by the President and Secretary of the Treasury to present our views of the Treasury to present our views of the Treasury, showing that the wealth acquired in tropical regions is always liable to be swallowed up by revolutionary disorders, and scorning the idea that if we refuse to accept the island, any European power would be found enough to accept it. He took up the assertion that if we want it for a naval station, and said if we must have such stations down there, it would be best to have it taken from us by a barter, but no compulsory or forcible acquisition. The senator boldly protested against the cries of "manifest destiny," as applied to the tropics, and said that the tropics are not our manifest destiny in the Northern part of this Continent. The tenure of his speech was that we should be satisfied with our at sides. He ended with a forcible appeal against the whole policy of territorial expansion, either by purchase or conquest, in the direction of the tropics, and at the close was warmly congratulated by nearly all his associates.

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Address, TRIBUNE COMPANY,

Chicago, Ill.

TUESDAY, MARCH 29, 1870.

## THE RIGHTS OF PROPERTY.

The fact has been previously mentioned in our columns that the "Iowa Elevator," in this city, owned by Messrs. Sprague, Preston & Co., has a track running to a point within a few feet of the Chicago & Northwestern Railway, and that the officers of the company have refused, and still refuse, to allow a connection to be made with their road, notwithstanding both tracks are on a public street. The proprietors of the elevator, a few days since, presented that they would receive grain for storage at the rate of one cent per bushel for twenty days, and one-half cent for each ten days thereafter—these rates being one-half those prevailing in other elevators. To meet the expressed requirements of grain shippers, they made arrangements to receive the grain coming over the Northwestern Railway, and have been in readiness to receive and have it weighed and stored, and to deliver it to them, and on Monday, five cars more. The railway company refused to deliver it to them, and the presumption is that the grain was sent into another elevator. The officers of the company, we believe, are acting under a resolution of the Board of Directors.

The facts regarding the railway-elevator combination, have been so thoroughly ventilated during the recent controversy on the subject of the registration of grain receipts, that they need not be recalled in detail. A more grinding and galling tyranny never existed on the face of the earth. The Barons of the Rhine, who levied contributions upon the traffic of Europe, and against whom, in the 14th century, the cities of Germany raged in a wild determination, were not more oppressive and unbending. The Moors of the Mediterranean, who repeated these proceedings on a larger scale, and against whom every maritime nation, in Christendom dispatched its fleets, were not more tolerable. The Northwestern Railway has, in the manner, declared itself a public enemy; and should be treated as such. It has assumed to dispose of property entrusted to its care as a common carrier, regardless of the wishes, and in contravention of the orders, of the rightful owners. It has taken this step deliberately, with the full knowledge of the law and of the Supreme Court decisions applicable thereto. Having taken the position of an outlaw, it is entitled to the consideration awarded to outlaws, and no other. We call upon the Board of Trade, the shippers of grain, the farmers, and the merchants, the members of the courts of justice, and the public generally, to make a stand here, and unite in a common effort to save their property from unauthorized confiscation. If these monopolists can help themselves to the grain of whomsoever they please, they can appropriate any property which they are called upon to transport. If they can take a cent of two cents per bushel, over and above their charge for transportation, they can take the whole. There is no room for disagreement upon the right of the shipper to his property, down to the uttermost farthing. If this right is disputed, denied or abridged, there is no rallying ground between war and submission.

We do not assume that the Northwestern Railway acts upon any different principle in the matter from other railways. Perhaps they are all alike. We do not profess to say what another road should do in a similar case. We only recognize the fact that here is an issue made up—here is the place to make a stand—here is the rallying point for all the people of the Northwest to pitch their tents.

We recollect that the Chicago & Alton Railway once attempted a similar game and got worsted. The decision of the Supreme Court of Illinois in the Vincent case is published in another part of this paper, and is to be perused with attention of the public. Without going into details, it is sufficient to say that the Court held that a railway company is bound to deliver a man's property to him at the nearest convenient point on their track, (or his track, if they be connected), and especially that they cannot deliver it into the custody of any other person without the owner's consent or any pretence whatever. Now, if the Northwestern Railway Company assume that the law can be safely defied in such particular instance, subject to the penalties which may be enforced against them now and then by a few of the more wealthy and powerful shippers, they simply follow in the rules and practice which govern thieves and burglars. These, too, perform their acts subject to the penalties of the law. If the Northwestern Railway wishes to be categorized in the rogues' gallery, and to stand alone itself as a corporation which is against every man, and to invite every man to be against it, so be it. Property in railways is as sensitive as property in corn.

It is reported that the Northwestern Railway has secured with certain elevator lending, it to deliver all grain which comes over the road to those elevators, irrespective of the wishes and orders of the shippers. If there be any such contract (which we doubt), it is a void contract. It cannot set aside the prior contract which the company has made with the public to deliver property to the owners thereof. It will might as pretend to have a contract to deliver the bushel of A. to the yard of B. or the coal of C. to the cellar of D., or the dry goods of E. to the store of F. As well might it make an agreement to deliver the property of a merchant in Rockford to another merchant in Elgin. All such contracts or pretended contracts are fraudulent and void. Everybody is interested in seeing them void. The consumer has a direct interest in the question that a railway can deliver property to whomsoever the rightful owner, or whomsoever it may be, is a matter of no moment to the consumer.

## GENERAL GARFIELD'S CONDITION.

The impeachable persons who cried out against the decision of the Supreme Court on the Legal-Tender act, and who demanded additional legislation, and, if necessary, the reorganization of the Court to reverse that decision, have failed to make the smallest impression upon the public mind. The decision itself has been accepted by the people as both reasonable and just, and there has been no public notice to have it reversed. The decision itself is confined to a very narrow field. It is simply that the power to declare paper money a legal-tender, if it existed at all, was derived from the overruling necessity occasioned by the war. Admitting this general necessity, the Court decided that it did not require as a *post facto* application, and that the exercise of the power was not necessary, and by interfering with the contracts made previously. In other words, that the making greenbacks a legal-tender for pre-existing contracts was not needed for the future operations of the government. The minority of the Court, in their opinion, do not controvert this allegation of fact. They rely upon the broad declaration that as the power, under the political emergency, existed in Congress to declare the notes a legal-tender, the right is judge of the necessity and to prescribe the means to meet the same, rested exclusively with Congress. They hold that the intention of Congress was to make the act apply to pre-existing contracts, and that the act itself was proof of the necessity, so far as the contrary is concerned. The point at issue is not whether the necessity existed, but whether the action of Congress left any latitude in the courts to decide upon the fact.

General Garfield is credited with a contribution to the argument of said gentlemen, in which he says: "Suppose it to be true, Mr. President! and the answer: "To the uses of man and to the Glory to God."

Perhaps the astonished Dreamer thought he now was certainly very near the "proclamation of the vast lands of the Mississippi Valley!" was a minute. We have only just reached the end of the second paragraph of the congressman's speech.

Donnelson was given to man over "every living thing." And what was the first use which he put them to? "He set all" [illegible] "that the Dreamer had gone far, though how he could say so if he had in his mind, or anywhere else about him, the obligation of those unreclaimed waste lands of the Valley of the Mississippi, to which the bill under discussion and which, we declare, to goodness we don't know! Perhaps, however, we ought to quote his very words: "The first fact to which our language gives those things over which he is given dominion, is to sustain life, to make food of them." More emphatic, perhaps as positive as our way of putting it; and if the reader observes a slight confusion of terms in the statement, that is due to be carped at, under the circumstances, and when we remember the alligators and other living things, with two entries and in advance, which were omitted for the ending of the man and the woman in the unreclaimed waste lands of the Valley of the Mississippi.

Some of Elder Sawtelle's the reader may think he has heard of before. We don't. Perhaps it is unnecessary to follow the Dreamer through his wide excursion in the waste lands. The next paragraph, however, is one which the good congressional reader will ponder to consider. Let him refer for a moment to the bill under the alligators and things had all been taken up! The Senator starts the tremendous question, and is inconsiderate enough to leave it in a perfectly obscure state. "There was," he says, "a fruit which some subject was cut of, a fruit which grew on the tree of knowledge of good and evil, which man would himself have become a God, and would have lived without food, and would have doubled his mother, his Creator, Mr. President! Now, if this is not a real for consequence, it is the kind that is commonly called so." The Senator on the case of Life is generally supposed to have been the apple which the woman coveted in the same latter setting. But the Senator assures us that he "might not eat of it" and that, if he had, he could have lived "without food," and doubled his mother—whoever she was. Here is a dilemma! If he did not eat the fruit, what becomes of the belief of the Christian world? It is the very mystery of mysterious things, all! "It is only" he says, "the consumed the space between seven years of plenty and seven years of famine." Seven years of famine! Why, we have not had seven years of famine since the Dreamer's time! No wonder the American Dragon complains of the hardness of such a pasture, and the unreflected he are and families of men under the influence of such a pasture! Seven years of famine! Why, we have had seven years of plenty! Seven years of famine! Why, we have had seven years of famine! Seven years of famine! Why, we have had seven years of famine! Seven years of famine! Why, we have had seven years of famine

## RAILROADS AND ELEVATORS.

### The Rights of Consignee and Owners of Grain.

### The Warehouse Law of Illinois.

### Decision of the Supreme Court in the Vincent Case.

SUPREME COURT OF ILLINOIS—SEPTEMBER TERM, 1869.

Opinion filed January, 1870.

Vincent et al. v. The Chicago, Alton & St. Louis Railroad Company.

1. The Chicago & Alton Railroad Company has no authority to impose or collect demurrage charges per car for delivery of cars at the National Stockyards in Chicago.

2. The Stockyards, another warehouse, held to be a common carrier.

3. When a railroad takes grain consigned to Chicago, it is tantamount to delivery to a public warehouse, and the liability of the road as such ceases when it has been consigned.

4. Shippers of grain in bulk in cars may be restrained by injunction from delivering to any other warehouse than that of the consignee, or other one designated in their warrants, and from measuring grain in the cars, and from charging more for such than the proper rate of warehouse, or for other and imposed upon other warehouses.—Reversed. Decree for.

Mr. Justice Lawrence delivered the opinion of the court:

This was a bill for an injunction brought by the appellants against the appellee. The defendants demurred to the bill. The motion for an injunction and the demurrer were heard at the same time. The demurrer was sustained and the bill dismissed, whereupon the complainants appealed.

The substance of the bill is briefly and correctly stated in one of the arguments for appellees, as follows:

The complainants own and occupy a warehouse in the city of Chicago, known as the Stockyards, which they have been engaged for the past eighteen months, and since Chapman's warehouse, located on Canal street, burned last October, in receiving and storing grain in bulk in cars, and in delivering the same from the cars, without measuring or weighing the same, and without the use of scales, and without charging more than the proper rate of warehouse, or for other and imposed upon other warehouses, for such services. The defendant, the Chicago & Alton Railroad Company, is a common carrier, and owner of the Stockyards, and has been and is now, since the burning of Chapman's warehouse, the only railroad in the city of Chicago, and the only one which could and did, at the time of the burning of Chapman's warehouse, and at the time of the filing of the bill, deliver grain in bulk in cars at the Stockyards. Prior to the burning of Chapman's warehouse, the complainants had been in the habit of receiving grain in bulk in cars at the Stockyards, and delivering the same to the owners, or their order, without measuring or weighing the same, and without the use of scales, and without charging more than the proper rate of warehouse, or for other and imposed upon other warehouses, for such services. The defendant, the Chicago & Alton Railroad Company, has

## COMMON COUNCIL.

### The New Bridewell—Improving Streets—Lonergan's Claim Allowed—The California Excursionists.

### Colonel Thomas W. Grosvenor Appointed Police Court Prosecuting Attorney.

### The Revenue of 1870.

The regular meeting of the Common Council was held last night, President Alderman Cole, Sutton, Dunstedt, Dixon, Hale, Montgomery, Calkins, Massey, Beaty, Whitney, Powell, Hilliard, Hillmann, Ackerman, Wentworth, (W. S.), Powell (Geo.), Wentworth, (Ill.), McCotter, Scanlan, Conley, Herting, McCloney, Grant, and Mr. President.

MINUTES APPROVED.

The Mayor returned without his approval the ordinance conferring a corporate name on Dexter Hall Association, and the ordinance to provide for the employment of watchmen, which he vetoed, and was returned to the Clerk for engrossing.

THE NEW BRIDEWELL.

The following communication from the Mayor was read and referred to the Committee on the Bridewell:

GENTLEMEN: Attributing the great inexpediency of the ordinance, and the hurry in which it was passed, you for whom I am by custom and by the Municipal Code, the mouthpiece in the City Council, I feel it necessary to do my duty by the City of Providence, and to call the attention of your body to the fact that the ordinance for the building of a new Bridewell, is not in the form of a proposition for bids, as required by the Municipal Code, and ordinances of the City of Providence, and I therefore return it without my approval.

DEPUTY CITY CLERK.

A communication from the Deputy City Clerk, stating that he had appointed John C. Moody as deputy City Clerk, subject to the approval of the Common Council.

Mr. Moody was duly confirmed.

IMPROVING STREETS.

Reports were received from the Committee on Streets and Bridges on resolutions of Ald. Wentworth and Ald. Powell, that the City Clerk shall be ordered not to advertise unless the owners of the property owners asked to, and in numbers sufficient, have signed the petitions, were taken up.

The reports were adopted, at great length.

Ald. Dixon moved that the reports be referred to the Committee on Streets and Bridges, with three dissentients.

The motion was not agreed to—yeas, 9 (Ayes & Colins); nays, 11.

Ald. Hillmann offered the following, which was adopted:

Resolved, That the Committee be hereby excused from the consideration of the matter of improving the streets named in the resolutions of Ald. Wentworth and Ald. Powell, and that the City Clerk shall be ordered not to advertise unless the owners of the property owners asked to, and in numbers sufficient, have signed the petitions, were taken up.

The Mayor vetoed the following, which was adopted:

Resolved, That on and after the date all new sewers in the city shall be constructed by the day's work, and not by contract, and that the Board of Public Works be requested to proceed with the work at once.

The following communication was received and placed on file:

GENTLEMEN: Referring to the recent, and what proved nearly fatal, accident, to one of the sixty-footers belonging to the Narragansett Boat Club, we respectfully to suggest the passage by your honorable board of the following resolution:

Resolved, That on and after the date all new sewers in the city shall be constructed by the day's work, and not by contract, and that the Board of Public Works be requested to proceed with the work at once.

The Board on Public Works, on referring advertisements, opened and read the bids on the new sewer on the west side of the Court House, according to Van Osten's specifications, and namely:

Thomas Fitzsimmons, $4,000; Thomas Dougherty, $4,700; F. Lord & Son, $3,867; Brewster & Bird, $4,000; Jas. Dougherty, $4,000; Jas. Dougherty, $4,400; Jas. Dougherty, $4,500; Jas. Dougherty, $4,600; Jas. Dougherty, $4,700; Jas. Dougherty, $4,800; Jas. Dougherty, $4,900; Jas. Dougherty, $5,000; Jas. Dougherty, $5,100; Jas. Dougherty, $5,200; Jas. Dougherty, $5,300; Jas. Dougherty, $5,400; Jas. Dougherty, $5,500; Jas. Dougherty, $5,600; Jas. Dougherty, $5,700; Jas. Dougherty, $5,800; Jas. Dougherty, $5,900; Jas. Dougherty, $6,000; Jas. Dougherty, $6,100; Jas. Dougherty, $6,200; Jas. Dougherty, $6,300; Jas. Dougherty, $6,400; Jas. Dougherty, $6,500; Jas. Dougherty, $6,600; Jas. Dougherty, $6,700; Jas. Dougherty, $6,800; Jas. Dougherty, $6,900; Jas. Dougherty, $7,000; Jas. Dougherty, $7,100; Jas. Dougherty, $7,200; Jas. Dougherty, $7,300; Jas. Dougherty,